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Lisbon Central School District And
Lisbon Teachers Assn

2003-05

SD/TA

AGREEMENT

between the

CHIEF SCHOOL ADMINISTRATOR

of

LISBON CENTRAL SCHOOL

and the

LISBON TEACHERS' ASSOCIATION

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the School Board of Lisbon Central School District, Lisbon, New York, hereinafter referred to as the "Board" and the professional employees of the Board, hereinafter referred to as the "Association," represented by the Lisbon Teachers' Association, so that the cause of Public Education may be best served in Lisbon.

THE AGREEMENT IS MADE AND ENTERED INTO on the 14th day of May, 1969, by and between the Board and the Association.

ARTICLE I - RECOGNITION

The Board recognizes the Association for purposes of collective negotiations pursuant to the provisions of the Public Employees' Fair Employment Act, as the same may be amended, as the exclusive representative of a negotiating unit consisting of all members of the teaching staff and other certificated employees of the District during the calendar year, except the chief school officer and any managerial/confidential employees.

The Board agrees not to negotiate with any other teachers' organization than the Association for the duration of this Agreement.

ARTICLE II - NEGOTIATIONS

1. **OPENING NEGOTIATIONS:** Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following the said request.
2. Date, time and place for meetings should be agreeable to both negotiating teams.

- a. meeting should be closed and private.
 - b. meetings should not be on the same night as School Board meeting.
 - c. at close of meetings, designate date, time, place and purpose for next meeting.
3. Establish effective authority of both negotiating teams to reach agreements.
- a. members of both teams should remain the same for the school year, if possible.
 - b. each team will notify the other as to the name of its spokesperson and secretary.
 - c. prior to each meeting, each team will designate its spokesperson.
 - d. communications between the two negotiating teams will be sent to the spokesperson.
4. Negotiable items are items which deal with any terms or conditions of employment.
5. Agreement between the two teams as to negotiating procedure.
- a. both parties reserve the right to use experts and consultants to speak only at the discretion of the spokesperson.
 - b. both parties reserve the right to recess for a reasonable length of time.
6. An exchange of proposals shall take place at the first negotiating session; such proposals shall include basic topics with sufficient detail to indicate position of parties.
7. By mutual agreement negotiations may be reopened to deal with unexpected situations.
8. Impasse procedure: When either side determines that an impasse exists, PERB shall be notified and their procedure shall apply.

9. EXCHANGE OF INFORMATION: Both parties and/or Chief School Administrator shall furnish each other, upon reasonable request, all public information pertinent to the issues under consideration.
10. REACHING AGREEMENT: When agreement is reached covering the issues under negotiations, the proposed agreement shall be reduced to writing and submitted to the Association and the Board for approval. Following approval of the agreement by a majority of the Association membership and by a majority of the Board, the Board will make them official.

ARTICLE III - POLICIES AND REGULATIONS

- A. At the start of each school year a complete copy of this agreement and administrative procedures will be given to all personnel covered by this Agreement.
- B. All teachers, at the start of each school year, shall be furnished with a complete copy of all administrative rules and regulations pertaining to Lisbon Central School. These policies, rules and regulations shall be furnished in loose-leaf notebook form so that changes, additions, and deletions may be conveniently inserted.
- C. All board rules and regulations which pertain to the professional staff of Lisbon Central School will be communicated in writing to the appropriate officers of the Teachers' Association on or before the first day of each school year as well as new policies and policy changes as they occur.

ARTICLE IV - THE SCHOOL YEAR FOR THE PROFESSIONAL STAFF

- A. The school year for the teachers covered by the classroom teachers' salary shall be composed of 180 days of instruction.

The complete approved school calendar for the school year shall be presented to the teachers at the first staff meeting of the school year.

NOTE: It is understood that unused emergency closing days shall be used in one or more of the following ways:

to lengthen the Easter Vacation or Memorial Day holiday (the latter by not more than one day). The District may reserve one (1) emergency closing day until the last week of the school year at which time it will be used to provide one full or two half days dismissal from school.

- B. Members of the bargaining unit will be guaranteed preparation time each day.

Secondary teachers will be guaranteed a minimum of one preparation period per day, a maximum load of six (6) teaching periods and one period of supervisory duty or five (5) teaching periods and two periods of supervisory duty on an eight (8) period day.

Elementary Teachers: Insofar as possible, utilizing existing staff, elementary teachers will be guaranteed a minimum of five (5) preparation periods per week. The total time will be as nearly equal as possible to the total time for secondary teachers.

- C. Duty free periods near midday of at least thirty (30) minutes shall be made available to all teachers.

- D. Non-teaching duties of professional staff (barring excessive financial cuts in state and/or federal aid):

1. The Board shall continue to hire paraprofessionals to help with clerical duties and other non-professional teaching duties.
2. A schedule of bus trips for which a teacher chaperone is needed shall be posted. Opportunity will be given for teachers to volunteer for a trip scheduled at a time convenient for them.

- E. Involuntary transfers or reassignments will be made only when necessary due to staffing difficulties and in the best interest of the

school system. Notice of involuntary transfer or reassignment shall be given to teachers as soon as possible and without undue delay after the need is known by the C.S.A. Except in case of emergency, such notice shall be given in June or at least one semester prior to the transfer.

- F. Teachers remain as long as necessary after the end of the pupil day to perform professional duties. This includes helping, upon request, any student whom the teacher and respective administrator feel would be benefited hereby.
- G. Beginning September 1, 1988, all professional staff members will be in their area of responsibility twenty-five (25) minutes prior to the start of the first period each day. No professional staff member will be allowed to leave the building prior to the buses departing the parking lot. If the buses fail to leave by 3:10, professional staff members will be allowed to leave.

ARTICLE V - TEACHER FACILITIES

The following facilities shall be provided for in each building to the extent feasible in existing buildings provided that no substantial capital investment is necessary (also in designing new buildings and/or rehabilitating existing buildings). The Board will suggest provision in each school building for:

- A. Space in each classroom for ample, secure storage of instructional materials and supplies.
- B. A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. An appropriately furnished room to be used exclusively for teaching personnel as a study (said room to be in addition to the aforementioned teachers' workroom).
- D. Well lighted and clean teachers' rest rooms.

- E. A system whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency. Such facilities shall be manned full time.
- F. Parking space of adequate portion and convenient location at school.
- G. An appropriately furnished room to be used for teaching personnel as a lunch room.

ARTICLE VI - INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Instructional materials should be readily available and accessible to teachers within the school, and time beyond the regular school year should be provided to develop such materials, and each teacher should have an office room which can be used as his home base.
- B. Teachers and/or team leaders shall plan for adequate supplies in their requisitions. Seasonal or perishable supplies thus requisitioned shall be ordered when required. Teachers should present a proper purchase order request form for such materials.
- C. The selection of textbooks, instructional supplies and equipment is by law the responsibility of the Board of Education. However, the Board recognizes the importance of the teachers' recommendations in regard to these matters. Therefore, it is the responsibility of the administration to appoint a committee involving teachers when selecting new textbooks, instructional materials and equipment and the committee's recommendations shall be considered.

Furthermore, the Board recognizes that the purchase of instructional supplies, textbooks and equipment is a complex matter and the entire educational process must be considered when appropriations are made for each area of the budget. However, when the budget will not allow for the purchase of all the items requested by the teacher, the teacher shall be consulted when it is necessary to reduce the cost in that particular teacher's area.

ARTICLE VII - CURRICULUM DEVELOPMENT

In an effort to develop and expand the curriculum throughout the school and on a grade level basis, teachers who undertake such efforts to improve the status quo shall be compensated.

To implement the above program of special curriculum development projects, the annual school budget shall provide a maximum of \$5,000.

The Board of Education and the Lisbon Teachers' Association shall form a committee composed of equal numbers from each body to develop curriculum development project guidelines.

Proposals for curriculum development must be submitted by May 1st of each school year, to be implemented in the following school year.

The Chief School Administrator will select all projects to be funded under this program.

The selected projects will then be recommended to the Board of Education for approval.

At the conclusion of the approved projects, a written copy of the project must be submitted to the Chief School Officer and a personal presentation must be arranged at a Board of Education meeting by all paid participants.

Teachers involved in this program shall be paid at a rate of 1/200 per day of their preceding year's salary for each day worked.

ARTICLE VIII - PROTECTION OF TEACHERS

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, in writing.
- B. This report will be forwarded to the Chief School Administrator who will comply with any reasonable request from the teacher for

information in his possession relating to the incident or the persons involved.

- C. The Board agrees to hold teachers harmless from any financial loss, including reasonable attorneys' fees arising out of any claim, demand or suit, by reason of any act or omission to act by such teacher within the school buildings, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.

This shall include financial loss resulting to a teacher from taking student trips authorized by the administration or the Board, provided the teacher was acting in the discharge of his duties within the scope of his employment.

- D. Teachers shall not be requested by the Board to use private vehicles to convey students if an appropriate school vehicle is available. However, in the event that teachers do use their own vehicles to convey students, the Board shall provide complete insurance coverage, and a remuneration at the current rate per mile.
- E. Teachers shall notify the Chief School Administrator for any accident or claim against them which might be covered by this section within 24 hours after the accident occurs or the teacher knows of this claim. In addition, a teacher shall not be entitled to the protection of this article unless within ten (10) days of the time he is served with a summons, complaint, process, notice, demand, or pleading, he shall deliver the original copy thereof to the Chief School Administrator.
- F. A teacher is to report any accident or injury occurring under his supervision using the proper accident form prior to the closing of school on the day of such incident. In the case of after school activities, the accident shall be reported during the morning of the next school day. (Form - Appendix C).
- G. Whenever a teacher is absent from his employment and unable to perform his duties as a result of personal injury caused by an accident or an assault occurring in the course of his employment and receives workers' compensation payments for such absence such time will not be charged to his annual or accumulated sick leave.

- H. In cases of assault the teacher shall be reimbursed for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by workers' compensation which are damaged, destroyed or lost as a result of an injury sustained in the discharge of his duties within the scope of his employment.
- I. Teachers will be reimbursed for the reasonable cost of any clothing or personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.
- J. Maintenance of Standards - The Board recognizes that the present educational program enables the students to obtain an education that compares favorably with surrounding schools. It will make every effort to maintain the program as it is. In the event that changes directly affecting staffing are considered, the Lisbon Teachers' Association will be consulted and procedures as outlined in Section 2510 of the Educational Law will be followed.

ARTICLE IX - EVALUATIONS OF PROFESSIONAL STAFF

The Administration recognizes its obligation to give all nontenured teachers reasonable opportunity to develop into useful and productive teachers and to give all tenured teachers assistance which will enable them to maintain the highest possible degree of effectiveness. To meet this goal, the following understandings are stated.

- A. The primary purpose of evaluation will be the improvement of instruction.
- B. All formal evaluations will be in writing with prior administrative notification and one standard evaluation form will be used throughout the District. The existing evaluation form (see Appendix B) will continue to be used until such time as new forms are mutually agreed to by the Association and the Chief School Administrator. When new forms are developed and approved, they will replace Appendix B as an amendment to this agreement.

- C. All non-tenured teachers will receive at least two (2) formal evaluations during the first year of probationary appointment and at least one (1) formal evaluation for each remaining year of their probationary appointment. The first formal evaluation will take place during the first semester, but not earlier than the first three (3) weeks of the school year.
- D. At the conclusion of an observation, the evaluator will schedule a meeting with the teacher within four (4) school days for a conference to review the completed evaluation form. Upon completion of the evaluation review, both the evaluator and the teacher will sign the evaluation form. This does not necessarily presume that the teacher agrees with the evaluation - only that he/she has read it. If a teacher disagrees with the evaluation, he/she may state any objections in writing and this statement of objection(s) will be signed by the evaluator and the teacher and attached to the evaluation form. Thus, the evaluation form and objections, if any, shall become part of the teacher's personnel file.
- E. A non-tenured teacher whose employment is to be terminated will be notified in writing of such action no later than March 1.
- F. Evaluations will be conducted in the classroom with the evaluator present. However, this does not preclude the use of video-tapes for self-improvement.
- G. As part of the total evaluation of a probationary teacher, one written evaluation summarizing a teacher's non-classroom performance may be added to his/her personnel file prior to March 1. Comments, suggestions, recommendations, or other observations shall be limited to the teacher's areas of responsibilities within the context of assigned duties within the school day or extra-curricular assignments.
- H. The provisions of this article represent the contractually required minimum evaluation procedure. Nothing contained herein shall be construed as limiting the District in its right and responsibility to observe and evaluate teachers with regard to the performance of their professional duties so long as such evaluation is reduced to writing and filed in accordance with the procedures outlined in Article X.

ARTICLE X - PERSONNEL FILES

- A. All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters - exclusive of confidential references and communications received in connection with the initial employment - shall be placed in a single file and maintained in the Central Office.
- B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review the material by affirming his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof, and such signature may not be withheld. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Chief School Administrator and attached to the file copy.
- C. The teacher shall have the right upon request to review the contents of his/her personnel file. Furthermore, the teacher shall be allowed to make copies of any document therein. The teacher shall be entitled to have a representative of the Association accompany him/her during such review. Otherwise access to the files shall be limited to proper school officials.
- D. If a teacher believes the material to be inaccurate, misleading or inappropriate, he/she may resort to the grievance procedure for final determination. Any material determined to be inaccurate, whether by grievance or other means, shall be removed.
- E. Before the record of any complaint by a parent or by a student is placed in a teacher's personnel file, the teacher shall be afforded an opportunity to confront the complainant and to reply to the same and no derogatory memorandum, letter or report of a complaint shall be placed in the teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to be attached thereto.

- F. An incident which has not been reduced to writing within 30 days of its occurrence or discovery, whichever is later and exclusive of the summer vacation period, shall not be placed in the file.
- G. Only material properly filed in accordance with this Article shall be used in any action taken to discipline, dismiss or otherwise deprive a teacher of any professional advantage.
- H. No document(s) in the file shall be forwarded to any agency, organization, prospective employer or other party without the express written consent of the member.
- I. All personnel files will be maintained in a confidential manner and will comply in every way with all laws and regulations.

ARTICLE XI - FAIR DISMISSAL

The Lisbon Teachers' Association and the Chief School Administrator agree that the standards and procedures set forth below represent the minimal standards for the fair dismissal of any teacher employed in the District. These standards and procedures are in no manner intended to infringe upon the legal procedures for recommending teachers for tenure.

In the event the Chief School Administrator is considering the dismissal of a teacher or is considering the non-renewal of a probationary teacher's appointment, the teacher will be informed that there is some consideration in this direction. If the teacher requests, the administration shall schedule up to two (2) additional formal evaluations. Following each evaluation, the administration will schedule a meeting between the teacher and his/her representative, if desired by the teacher, and the C.S.A. The purpose of this meeting will be solely to allow each party to explain its positions and to gain an understanding of the possible action. Such meeting shall be called whenever deemed necessary by the C.S.A., but shall be called no later than sixty (60) days prior to any official action by the Board of Education.

If, following such meeting(s), the C.S.A. still intends to recommend the dismissal of the teacher or to recommend the non-renewal of a probationary teacher's appointment, he will so notify the teacher in

writing of his decision setting forth his specific reason(s) for taking that action.

If the C.S.A. intends to recommend dismissal or non-renewal based on incompetency, he shall have issued a warning in writing to the teacher. Such warning shall have been issued in time for the teacher to make an effort to improve his/her indicated area(s) of weakness.

ARTICLE XII - INSURANCE

A. Health Insurance

1. The Board agrees to assume the total cost of health insurance coverage.
2. The Board will continue to pay the total cost of health insurance coverage after retirement.
3. The health insurance plan shall be the St. Lawrence-Lewis Counties School District Employees Medical Benefits Plan.
4. Any proposal to change health insurance carrier or to change benefits shall be by mutual consent of the Association and the Board.

B. Dental Insurance

The District will make available the sum of \$6,000 per year to purchase a dental plan chosen by the Association. It is agreed that there will be no proposal put forward in negotiations for a successor agreement to increase the District's contribution to the Dental Plan.

C. Life Insurance

The Board agrees to purchase life insurance so that each staff member (i.e., each professional staff member) receives coverage on his life to the extent of \$10,000. The Life Insurance carrier will be selected by the C.S.A. after consultation with the Association.

D. Flexible Spending/IRS Section 125 Plan

Teachers will be allowed to participate in a Section 125 Flexible Spending Plan. Board of Education responsibility shall be limited to making payroll deductions from individual paychecks, paying the \$750 annual set up and administration fee and remitting same on a monthly basis in one check to a plan administrator selected by the Lisbon Teachers' Association. Any additional fees incurred by unit members for their participation (unreimbursed medical and/or dependent care account) shall be paid by the unit member. Said plan administrator is to be selected and verified in writing to the Board of Education not later than July 1 of each school fiscal year. The Board of Education accepts no responsibility for any administrative functions of the plan, including but not limited to enrollments, changes in enrollment or status, distribution of materials connected with the plan, tracking participants, etc. The Board of Education accepts no liability for the fiscal stability or for decisions made by the plan administrator. The Board of Education shall have no liability for payment of any charges associated with the plan with the exception of the \$750 annual set up and administration fee and \$6,000 for dental insurance covered under another clause in this contract.

ARTICLE XIII - LEAVES

- A. Sick leave without loss of pay shall be earned by professional staff members employed on a full-time basis at a rate of one day per month of service. Leave for sickness in the family (as defined in Section H of this article) without loss of pay shall be earned by teachers employed on a full-time basis at a rate of one-half day per month. (Deductions for sick leave used prior to being earned shall be automatic and shall be reimbursed up to the limit of days earned, in the last salary check of the school year.)

Unused sick leave thus earned may be accumulated to a maximum of 180 days. Unused leave for sickness in the family earned may be accumulated to a maximum of five days and shall be added to unused sick leave until a maximum of 180 days is earned.

Each teacher who expects to be absent from duty must notify an administrator, either the Superintendent or principal, or individual formally designated in writing to the union by the Superintendent. All substitutes shall be called by the administration. Failure to make such notification by 6:30 a.m. shall constitute a valid reason for canceling all claims for pay for the day. If a teacher is to be absent from duty a second or third day, regular notification must be made.

For the purpose of this Article only, the following guidelines will be utilized:

1. A day of service will be a day for which a person is entitled to receive their salary payment or a day that is designated as a vacation (or holiday) as per school calendar issued in September.
2. September 1 through Labor Day will be interpreted as a vacation period.
3. The last day of school through June 30 will be designated as a vacation period.
4. A month will be a calendar month.
5. Such leave without loss of pay shall be earned by professional staff members employed on a full-time basis at a rate of:
 - a. One day per month if 15 or more school days of service were accredited to the staff member for that month.
 - b. One-half day per month if 8-14 school days of service were accredited to the staff member for that month.

Sick Leave Payment - Teachers shall be paid \$35 for each day over their 180 day accumulated total not used in any one fiscal year. Such payment shall be made the first payroll of the next fiscal year.

B. Jury Duty

A temporary leave of absence with pay (i.e., the Board agrees to reimburse the difference between court payments and loss in teacher's salary) shall be granted for jury duty.

C. Personal Leave

1. A professional staff member shall be privileged to take three school days of leave with salary, annually, to attend to personal, legal, business or family matters. (Such unused personal leave days to be accumulative as sick days over and above 180 days of sick leave mentioned in Article XIII-A.)

Personal leave is intended for the purpose of providing teachers with an opportunity to attend to business, emergency or family matters of such a nature that they cannot be conducted outside the school day. It is not intended that personal leave shall be used for activities which are primarily of a social or recreational nature.

2. Written application for such leave shall be made as far in advance as it is practicable, and, except for emergency, shall be made at least 48 hours prior to the date of leave.
3. The applicant does not need to state the reason for leave but must indicate on the application that the leave is being taken under this section. The Association will assist the C.S.A. in preventing abuse of the intent and spirit of this provision.
4. No personal leave can be taken prior to or following a school vacation unless the applicant first contacts his administrator and states the reason for requesting such leave. The written request shall state the reason in the event that all three days are to be used consecutively. The administration shall use its discretion in granting or denying such leave.

D. Maternity Leave

Each female teacher shall be entitled to a maternity leave of absence without salary or with salary for as many accumulated sick and/or personal days as she desires. Application for such leave shall be made as soon as the need for leave is known. Leave shall begin and terminate upon the recommendation of the teacher's physician. One-half or more years of employment shall assure credit toward next salary step and tenure. Any maternity leave in excess of six months must receive Board approval.

E. Professional Leave

1. The Board shall pay the reasonable expenses (including fees, meals, lodging, transportation and/or registration fees) incurred by teachers having prior board approval in attending workshops, seminars, conferences, visitation days and other professional improvement sessions.
2. When it is necessary for the president of the Association or a representative to attend the annual NYSUT Representative Assembly, he or she shall be given during any one school year, three (3) full days of free time, without loss of pay or personal or sick leave to attend.
3. Application for such leave shall be made in writing to the principal as far in advance as is practicable and ordinarily at least 48 hours.
4. Association activities must not be conducted during the regular school day.

F. Sabbatical Leave

1. Upon recommendation of the respective principal, leaves may be granted to any teacher who has served at least seven consecutive years in the school system, (leaves of absence excepted) for study or other purposes of value to the school system.
2. The Board of Education may grant such leaves for one teacher in the school term each year and two teachers per summer, provided qualified applicants are received and the granting of any such leave for the time requested will not do injustice to the operation of Lisbon Central School.
3. a. Applications for sabbatical leave must be submitted to the respective principal in writing no later than February 1st of the school year prior to the year for which the leave is requested. Teachers will be informed of the action taken on their applications no later than April 1st.

b. Factors to be considered in selecting applicants and granting sabbatical leaves:

(1) length of service.

(2) full certification of applicant.

4. Sabbatical leave may take one of the following three forms as requested by the applicant:

a. One full-year of leave with one-half of the regular pay under the existing salary schedule for that year.

b. One-half year of leave with full regular pay under the existing salary schedule for that year.

c. Three summers with pay at 1/6 of the prior school year's contract salary (i.e., as of June 30 of that year). The three summers need not be in consecutive order.

(1) A teacher with prior sabbatical approval under 4c must indicate his intent to use his summer sabbatical, in each school year he wished to take it, prior to February 1st. If there are more than two indicating intent to take their summer sabbaticals that have prior approval, the sabbatical for that summer will be granted on seniority of when each individual's sabbatical was approved.

5. Further Conditions

a. Sabbatical leave, with the exception of 4c above, will be counted as continuous service.

b. A teacher granted sabbatical leave shall agree to the signing of a promissory note to cover the total cost of the sabbatical salary if he fails to return to the school system for at least two years after his leave ends.

c. Written report or transcript will be submitted on return, upon request of the supervising administrator.

- d. Sabbatical leave would be included as a year of service with all benefits of regularly employed teachers.

G. Military Leave - Per Law

H. Bereavement Leave

- 1. Members of the bargaining unit shall be permitted without loss of pay, or deduction from sick leave or personal leave days, five (5) days of leave for a death in the immediate family of members of the unit. The employee will determine which relations are members of the immediate family.

- a. An additional five (5) days from sick leave, should a second death occur during the school year.

I. Leave of Absence

Each professional staff member may be entitled to a leave of absence without pay for a period of not more than one school year.

Unpaid leave of absences for any reason shall not entitle the teacher advancement to the next vertical step on the salary schedule. The said teacher shall retain his present number of accumulated sick days, tenure status, and any other non-financial benefits.

Adjustments in step and salary will be made necessary when the leave is concluded and the teacher is in physical attendance at scheduled exercises, classes or office.

Teachers on unpaid leave may retain applicable insurance coverage by making arrangements to pay appropriate premiums directly to the District.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT

In-service Program

The Board, by requesting as a shared service through BOCES, shall provide the in-service programs agreed by both parties to be most urgent.

ARTICLE XV - DUES DEDUCTION

- A. The Board of Education of Lisbon Central School District, Lisbon, New York, County of St. Lawrence agrees to deduction from salaries of its employees dues for the Lisbon Teachers' Association and its affiliates as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the treasurer of the Lisbon Teachers' Association. Teacher authorization shall be in writing in the form set forth in Appendix A.
- B. The Lisbon Teachers' Association shall certify to the Board in writing the current rates of its members' dues.
- C. Dues deductions will be taken out of each bi-weekly paycheck in even amounts.

ARTICLE XVI - SALARY

- A. Credit for previous teaching experience may be credited at the discretion of the Board. Step credit for bona fide teaching experience or other experience deemed acceptable by the Board may be given as appropriate at the time of hiring at the discretion of the Board.
- B. This schedule is for the normal school year of ten (10) months of service.

- C. Any teachers may apply for military credit in achieving placement on the salary schedule. Military credit of one year shall be granted for twelve months of military service, two years for twenty-one months or more military service. The maximum credit applicable is two years. No partial credits are applicable. The military service may have occurred at any time prior to or during employment in the Lisbon Central School. If service occurred during employment at Lisbon, his/her position is left until after his/her separation from the service - notice of intent must be given six (6) months before returning.
- D. Homebound Instruction
1. Homebound Instruction compensation shall be an hourly rate set by the Board of Education on an annual basis.
 2. Transportation allowance will be set by the Board of Education on an annual basis. Transportation for Homebound Instruction will be calculated as a roundtrip from the teacher's home.
- E. Teachers may, prior to the beginning of the school year, elect to be paid on a twenty-one (21) OR a twenty-six (26) payment basis. Those teachers electing to receive twenty-six (26) payments may elect to receive either a paycheck every two weeks throughout the summer or one large check at the end of the school year.
- F. Horizontal promotion (salary per annum prorated, i.e., full dollar-promotion at beginning of first semester; one-half dollar promotion at the beginning of second semester) shall be granted at beginning of the first or second semester upon submission of evidence of completion of additional course credit. Notification of anticipated horizontal promotions shall be given, in writing, prior to June 30th, in order to obtain such promotion in the following school year.
- G. Teachers shall be given credit for "in-service" courses toward horizontal promotion. This will not be retroactive and will be determined by the Board and Administration. Fifteen (15) clock hours will equal one (1) credit for "in-service."

H. Unused Sick Leave

Teachers shall be paid \$70 per day for each day of unused sick leave up to 180 days upon leaving the employ of the District, subject to the following conditions:

1. Teachers shall give written notice to the Chief School Administrator at least 10 months prior to the date such teacher desires to leave the employ of the District. Provided, however, that this notice period shall not apply if the notice of retirement states that retirement is necessitated by a medical condition and is accompanied by a physician's certification to that effect (or who is eligible under paragraph [d] below).
2. In addition, to qualify for this benefit, teacher must meet one of the following:
 - a. have ten years of *credited* service in the District and have attained the age of 55

OR
 - b. have a minimum of 20 years *credited* service in the Lisbon District

OR
 - c. have a minimum of 15 years *actual* service in the Lisbon District

OR
 - d. any teacher whose employment is terminated as a direct result of the elimination of one or more unit positions.

Payment shall be made during the month of July following the last day of service in the District.

If any teacher dies prior to retirement, there shall be paid to the legal beneficiary, the benefits provided in this section. The date of retirement for the purposes of computing the above benefits shall be deemed to be the date of death.

ARTICLE XVII - SALARY SCHEDULE

Base Salary for 2003-04 = \$32,448.

Horizontal increments as indicated at top of salary schedule (BA/BS to MA/MS, every 15 hours).

Base Salary for 2004-05 = \$33,097.

Horizontal increments as indicated at top of salary schedule (BA/BS to MA/MS, every 15 hours).

Teaching Assistants

A teaching assistant will receive benefits equal to those received by members of the bargaining unit, as well as all contractual rights granted to bargaining unit members.

Teaching assistants will be paid 50% of the corresponding step on the salary schedule in column BA/BS, beginning with Step One.

2003-04						
STEP	BA/BS	MA/MS	MA+15	MA+30	MA+45	MA+60
1	32,448	33,610	34,130	34,644	35,159	35,672
2	33,005	34,187	34,716	35,239	35,763	36,284
3	33,458	34,642	35,171	35,693	36,216	36,739
4	33,979	35,164	35,691	36,214	36,737	37,260
5	34,826	36,010	36,539	37,061	37,583	38,106
6	35,871	37,053	37,581	38,104	38,628	39,150
7	36,914	38,097	38,626	39,148	39,672	40,195
8	37,957	39,141	39,670	40,193	40,715	41,238
9	39,001	40,184	40,713	41,235	41,759	42,281
10	40,044	41,228	41,757	42,279	42,803	43,326
11	41,088	42,272	42,800	43,324	43,846	44,370
12	42,132	43,317	43,844	44,368	44,890	45,412
13	43,176	44,359	44,887	45,410	45,933	46,457
14	44,219	45,403	45,931	46,455	46,977	47,501
15	45,263	46,448	46,975	47,499	48,022	48,544
16	46,307	47,492	48,020	48,542	49,064	49,588
17	47,350	48,534	49,062	49,586	50,108	50,632
18	48,395	49,579	50,106	50,630	51,153	51,676
19	49,438	50,623	51,151	51,674	52,196	52,720
20	50,482	51,665	52,174	52,717	53,239	53,763
21	51,526	52,709	53,237	53,761	54,284	54,808
22	52,570	53,753	54,282	54,805	55,328	55,852
23	53,613	54,797	55,326	55,850	56,370	56,894
24	54,658	55,840	56,368	56,891	57,415	57,938
25	55,701	56,884	57,413	57,935	58,459	58,982
26	56,744	57,928	58,457	58,980	59,504	60,025
27	57,789	58,973	59,501	60,022	60,546	61,069
28	58,832	60,015	60,544	61,066	61,590	62,113
29	59,876	61,059	61,588	62,111	62,635	63,157
30	60,920	62,104	62,632	63,155	63,678	64,201
31	61,964	63,146	63,676	64,198	64,721	65,244
32	63,007	64,190	64,719	65,242	65,766	66,288
33	64,052	65,235	65,764	66,286	66,810	67,333
34	65,094	66,279	66,808	67,330	67,853	68,375
35	66,139	67,321	67,850	68,373	68,897	69,419

2004-05						
STEP	BA/BS	MA/MS	MA+15	MA+30	MA+45	MA+60
1	33,097	34,282	34,813	35,337	35,863	36,386
2	33,665	34,870	35,410	35,943	36,478	37,010
3	34,243	35,469	36,018	36,560	37,104	37,645
4	34,713	35,941	36,490	37,032	37,574	38,117
5	35,253	36,483	37,029	37,572	38,114	38,657
6	36,132	37,360	37,909	38,450	38,993	39,535
7	37,216	38,443	38,991	39,533	40,077	40,618
8	38,299	39,526	40,075	40,616	41,160	41,702
9	39,380	40,609	41,157	41,700	42,241	42,784
10	40,463	41,691	42,239	42,782	43,325	43,867
11	41,546	42,774	43,323	43,865	44,408	44,951
12	42,629	43,857	44,405	44,949	45,490	46,034
13	43,712	44,941	45,488	46,031	46,573	47,115
14	44,795	46,023	46,571	47,113	47,656	48,199
15	45,878	47,106	47,654	48,197	48,739	49,282
16	46,960	48,190	48,736	49,280	49,823	50,364
17	48,043	49,272	49,820	50,362	50,904	51,448
18	49,126	50,354	50,902	51,446	51,987	52,531
19	50,210	51,438	51,985	52,529	53,071	53,614
20	51,292	52,521	53,069	53,611	54,153	54,697
21	52,375	53,603	54,130	54,694	55,236	55,779
22	53,459	54,686	55,234	55,777	56,320	56,863
23	54,542	55,769	56,318	56,860	57,403	57,946
24	55,623	56,851	57,400	57,944	58,484	59,028
25	56,707	57,934	58,482	59,025	59,568	60,111
26	57,790	59,017	59,566	60,108	60,651	61,194
27	58,872	60,100	60,649	61,192	61,735	62,275
28	59,956	61,184	61,732	62,273	62,817	63,359
29	61,039	62,266	62,815	63,356	63,900	64,442
30	62,122	63,349	63,898	64,440	64,984	65,525
31	63,204	64,433	64,980	65,523	66,066	66,608
32	64,287	65,514	66,063	66,606	67,148	67,691
33	65,370	66,597	67,146	67,689	68,232	68,774
34	66,454	67,681	68,230	68,772	69,315	69,858
35	67,535	68,764	69,313	69,854	70,397	70,939

ARTICLE XVIII - EXTRA-CURRICULAR ACTIVITIES

The Lisbon Teachers' Association and the Board of Education shall form a committee composed of equal numbers of each body to review this Article for the purpose of realigning and reviewing advisorships and categories for compensation.

I. Advisors – Clubs, Classes, Activities

A. Compensation for advisors shall be paid based on the category of the position according to the schedule shown in Item B and following rules 1-5 listed in this article. Advisor categories will be based on the criterion listed below. Unless indicated otherwise, there will be one paid position for each activity.

1. Category One will be for those activities that do not involve a lot of time and are not intense in terms of responsibility. Those activities are as follows:

Art Club	Interact (2) _
Class Advisors for Grades 7-8	Library Club
Class Advisors for Grades 9-10 (2 each)	Math Club
FHA	Photography Club
Frogs Club (3)	Ski Club (2)
Honor Societies (2)	Spanish Club

2. Category Two will be for activities that are either 1.) short running in length of duration, but intense in terms of time and responsibility or 2.) long running terms of duration, but not intense in terms of time and responsibility. Those activities are as follows:

Class Advisors for Grades 11-12 (2 each)	Model UN
Jazz Ensemble/Stage Band	Pop Choral
Odyssey of the Mind (Elementary)	School Play
Odyssey of the Mind (Secondary)	Student Government

3. Category Three will be for activities that are long running in terms of duration and intense in terms of responsibility. Those activities are as follows:

Cheering Advisor	School-Wide Musical
Forensics (2)	Yearbook

4. Movement through this pay scale would be based on the number of continuous years performing the same job in our district. Advisors moving from one job to another in the same category would be considered as having the same job. Continuous would mean having a break of no more than 1 year. Advisors moving from a higher category to a lower category would retain credit for their years of continuous experience at the higher level

Example #1 – An individual is 7th grade advisor for 5 years, takes a year off from being an advisor, then becomes the Ski Club advisor. The individual's pay would be \$400.

Example #2 – An individual is 7th grade advisor for 5 years, takes 3 years off from being an advisor, then becomes the Ski Club advisor. The individual's pay would be \$300.

Example #3 – An individual is 7th grade advisor for 9 years, then becomes the Yearbook advisor. The individual's pay would be \$1,300.

Example #4 – An individual is Yearbook advisor for 6 years, then becomes the 7th grade advisor. The individual's pay would be \$400.

5. An individual appointed to a newly created paid position will start on base salary.
6. Extra-curricular activities will only be paid on the second pay period of November, February and May, if the unit member's tasks and responsibilities are completed to the satisfaction of the Administration. However, an advisor may elect to be paid for a yearlong activity by indicating a desire for three separate payments for the second pay period in November, February and May. An advisor cannot be paid in full for a yearlong activity in November or February.

B. Pay Schedule for Advisors – Clubs, Classes, Activities

YEARS INVOLVED	CATEGORY 1	CATEGORY 2	CATEGORY 3
1-2	300.	800.	1,300.
3-5	350.	1,000.	1,600.
6-8	400.	1,200.	1,900.
9-11	450.	1,500.	2,200.
12-14	500.	1,800.	2,500.
15-17	550.	2,100.	2,800.
18-20	600.	2,450.	3,050.
21-23	700.	2,750.	3,350.
24-26	800.	3,050.	3,650.

- C. Chaperoning shall be on a voluntary basis. Basketball duty shall be compensated as follows:

Chaperones – home games - \$20.00 per game

Bus duty for away games - \$25.00 per trip

- D. All teachers involved in extra-curricular activities may request in writing and to their administrator, rotation as to assignments. Such written request must be presented prior to the end of the school year in order that the said rotation will become effective in the following school year.
- E. The sponsors or group advisors of a club or class which is to have a dance, play, or other special activity shall see that all details concerning refreshments, cash, tickets, special facilities, clean-up, etc. are clearly and definitely assigned and understood before the close of school on the day of the event. Teachers assigned to the supervision of an activity shall report for duty before the scheduled start of the activity.
- F. Personnel who are supervising dances or other recreational activities are not to lose sight of the fact that they are supervisors first and participants second, even though some participation in the activity may be proper and highly desirable.

II. Coaches – Athletic Teams

A. Base Salaries for Coaches

Varsity Soccer & Basketball	1,750.00
Varsity Baseball, Softball & JV Basketball	1,350.00
All Modified Coaches	1,200.00

1. Increments of 20% above the base salary will be granted to all coaching positions at the start of the third, fifth, seventh, ninth, eleventh, thirteenth, fifteenth, seventeenth, nineteenth and twenty-first year of coaching experience pursuant to Table B shown below.
2. Movement through the coaching pay scale would be based on the number of continuous years of performing the same job in our district. Coaches moving from one job to another with the same base salary would be considered as having the same job. Continuous would mean having a break of no more than 1 year. Coaches moving from a higher base-salaried position to a lower base-salaried position would retain credit for their years of continuous experience at the higher level. Coaches moving from a lower base-salaried position to a higher base-salaried position would enter the new position at the step on the pay scale that would provide them with at least as much salary as the position he or she is leaving.

Example – An individual, who has coached Modified Soccer for 10 years, moves to Varsity Soccer. He or she would enter the Varsity position with a salary of \$2,450. because his or her salary for the Modified position after 10 years would be \$2,400.

B. Coaching Salary Table

%	100	120	140	160	180	200	220	240	260	280	300
Years	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20	21-22
	1750.	2100.	2450.	2800.	3150.	3500.	3850.	4200.	4550.	4900.	5250.
	1350.	1620.	1890.	2160.	2430.	2700.	2970.	3240.	3510.	3780.	4050.
	1200.	1440.	1680.	1920.	2160.	2400.	2640.	2880.	3120.	3360.	3600.

ARTICLE XIX - REPRISALS

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association and/or his/her participation in any of the Association's legally constituted activities.

ARTICLE XX - GRIEVANCE PROCEDURE

Section I - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and Association are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section II - Definitions

- 2.1 "A grievance is a claim by any teacher or group of teachers in the bargaining unit that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this Agreement, or a claim by any teacher or group of teachers that there has been a unilateral change in the terms of this Agreement, or a claim by any teacher or group of teachers that there has been a unilateral change in the terms and conditions of employment," (this definition is applicable only after July 1, 1977).
- 2.2 The term Supervisor shall mean any department chairman, principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

- 2.3 The *Chief Executive Officer* is the Chief School Administrator.
- 2.4 *Association* shall mean Lisbon Teachers' Association.
- 2.5 *Aggrieved Party* shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 *Party in Interest* shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7 *Grievance Committee* is the committee created and constituted by the Lisbon Teachers' Association.
- 2.8 *Hearing Officer* shall mean an individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Section III - Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
- 3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association as described in Stage 2.
- 3.4 The preparation and processing of grievances, insofar as practical shall be conducted during the hours of employment, providing such related activity does not interrupt classroom

activity and avoids involvement of students in any phase of the grievance procedure.

- 3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available all material and relevant documents to the aggrieved party, communications and records concerning the alleged grievance.
- 3.6 Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and *cross examine* all witnesses called against him/her, to testify and to call witnesses on his/her own behalf and to be furnished a copy of any minutes of the proceedings made each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving legal notices, taking appeals, and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure. (Form - Appendix D)
- 3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity

to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- 3.11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communication, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stages 2, 3, and 4, advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a party of the Official Grievance Record and the hearing officer shall indicate the determination and/or copying of the Aggrieved Party, the Grievance Committee and the Board, but shall not be deemed a public record.
- 3.13 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section IV - Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described, and such grievance will be waived unless written grievance is forwarded at the first available stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 4.3 - If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon as is possible.

Section V - Stages

5.1 Stage 1: Supervisor

- (a) A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter *informally*. The supervisor will confer with all parties in interest but in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been

had without the aggrieved party or his representative present. The teacher may be present during the discussion of the grievance.

- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing and present it to the teacher, unless he/she is physically or mentally unable to represent himself/herself in which case it is submitted to his/her representative and the Association.

5.2 Stage 2: Chief Executive Officer

- (a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further; this grievance may be presented to the Association's Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1B with the Chief Executive Officer within fifteen (15) school days after the teacher has received such written decision, and Stage 1 shall be submitted with the appeal.
- (c) Within two (2) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- (d) The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- (a) If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing to the Board within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board.
- (b) Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- (c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing, on the grievance.

5.4 Stage 4: Arbitration

- (a) After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage 3.
- (b) Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen

(14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

- (d) The arbitrator shall have no power or authority to make any decisions which require the commission to make an act prohibited by law or which is violative of the terms of this Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE XXI - RETIREMENT NOTIFICATION AND INCENTIVE

A. Retirement Notification Date

Teachers shall give written notice to the Chief School Administrator at least ten (10) months prior to the date they plan to retire. The ten (10) month notice shall be waived in the case of disability or emergency retirement.

B. Retirement Incentive

1. Each teacher shall be given \$600 times their salary step on the salary schedule at the time of retirement. There will be a cap on the retirement incentive of \$15,000.
2. Teachers desiring to participate in this local retirement incentive must do so on or before the first year they are eligible to retire without penalty from the New York State Teachers' Retirement System.

Option 1 – To qualify for the local retirement incentive the teacher must submit an irrevocable letter of retirement to the Chief School Administrator by June 30 three (3) years prior to their retirement date. This retirement incentive will be spread out evenly over the three (3) year period prior to retirement.

Option 2 – To qualify for the local retirement incentive the teacher must submit an irrevocable letter of retirement to the Chief School Administrator at least ten (10) months prior to the date they plan to retire. One lump sum payment will be made. Such payment may be made in a separate check if the teacher so desires.

3. If a teacher chooses not to participate in the retirement incentive detailed above, the teacher shall be given \$300 times his/her step on the salary schedule at the time of retirement. There will be a cap on this particular incentive of \$7,500.

The District ends the past practice of granting retirees the use of sick days as part of a retirement packet before and near retirement.

4. All retirement incentives outlined in this section will be paid to the retiree during the month of July following the last day of service in the District.
5. At its sole discretion the Board of Education may waive the 10-month notice specified above for a teacher whose retirement date is on or before June 30, 2004. If the Board waives the notice requirement for one teacher it must waive the notice requirement for any teacher who retires before June 30, 2004. Also, anyone who submitted a letter of retirement prior to June 30, 2003 will be governed by the 2000-03 contract and will be paid in June, according to past practice.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

- A. MANAGEMENT RIGHTS - Mutual Rights - Except as expressly limited by other provisions of this contract, the Association and the District agree that all of the authority, rights and responsibilities possessed respectively by each party, shall be retained by each party.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- F. Agency Fees. Upon the proper legislative enactment, the Lisbon Teachers' Association shall have the right to charge a fee for any nonmember who is paid under agreement negotiated by the Lisbon Teachers' Association.
- G. "It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds

therefore, shall not become effective until the appropriate legislative body has given approval."

- H. In the event of the consolidation of the Lisbon Central School District with any other district, the Board will make every effort to maintain the benefits enjoyed by members of the bargaining unit at the time of such consolidation.

ARTICLE XXIII - DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2005.

Ernst L. Withouki
For the District
07/30/03
Date

Jane E. Brown-Black
For the Association
John A. Lynn
Rebecca S. Buckingham
Dan Hoffer
Jean L. M. Lure
Kathrina R. Putman

APPENDIX A

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(please print)	Last	First	Initial	Building
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TO: BOARD OF EDUCATION OF LISBON CENTRAL SCHOOL

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Lisbon Teachers' Association as my representative for the purpose of collective negotiation, and I hereby request and authorize you, according to arrangements agreed upon with the Association, to deduct from my salary and transmit to the Associations indicated below the dues as certified by the respective Associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Lisbon Teachers' Association

New York State United Teachers/AFT

Employee Signature

Date

APPENDIX B

LISBON CENTRAL SCHOOLS Professional Performance Review

Teacher _____ Grade _____ Subject _____

Date of Observation _____ Period/Time _____

This criteria list represents a composite of factors that contribute to a teacher's success. During the course of a classroom observation, some criteria will be reflected. The review categories are as follows: Superior, Strong, Satisfactory, Needs Improvement (N.I.) and Unsatisfactory (U.N.S.).

CONTENT KNOWLEDGE/Student Development Knowledge

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher demonstrates an in-depth knowledge in the subject area.					
The teacher uses correct terminology.					
The teacher demonstrates and applies knowledge of subject matter as evidenced by materials, presentations and verbal interactions.					
The teacher shows relevance of the lesson to the world outside the classroom.					
The teacher takes advantage of courses, in-service training, conferences and visitations.					

Comments:

CLASSROOM MANAGEMENT/CULTURE: The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher promotes a culture of mutual respect. Encourages trust and cooperative behavior.					
The teacher reinforces behavioral expectations consistently and in a positive and constructive manner.					
The teacher has communicated expectations both verbally and in writing. Evidence exists that students are aware of these expectations and behave accordingly.					
The teacher establishes a warm, supportive environment. Evidence exists that students feel comfortable taking risks.					
The teacher makes transitions smoothly and in a timely manner.					
The teacher physically organizes the class for individual, paired, small group or total group instruction, as appropriate.					
The teacher encourages all students to participate, is aware of those who are not engaged and attempts to re-engage those students.					

Comments:

STUDENT DEVELOPMENT: The teacher shall demonstrate knowledge of student development, understanding and appreciation of diversity, and regular application of developmentally appropriate instructional strategies for the benefit of all students.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher develops student awareness of his/her abilities through productive feedback.					
The teacher communicates a student's strength and weaknesses to the student and his/her parent/guardian.					
The teacher demonstrates acceptance of student differences, uses appropriate and healthy motivational methods which encourage thinking and growth.					

Comments:

COLLABORATION: The teacher shall demonstrate the development of effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher makes appropriate contacts with parents/guardians to discuss student learning.					
The teacher develops cooperative relationships with students, staff, parents and administrators.					
The teacher works professionally with others who are involved in various capacities in the educational process.					
The teacher participates in team meetings and building activities as appropriate.					
The teacher uses good judgment and tact in communicating with others about student learning.					

Comments:

REFLECTIVE AND RESPONSIVE PRACTICE: The teacher shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments made on a continuing basis.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher designs practice that is meaningful and varied. It provides her/him with information needed to assess the level of student understanding.					
The teacher designs student activities that permit the application of higher level thinking skills.					
The teacher assigns work that is germane to the curriculum and appropriate to student ability.					
The teacher provides the student with thorough explanations about assignments.					
The teacher uses in-class questioning to gather information needed to assess the level of student understanding.					
The teacher provides appropriate feedback to the student regarding his/her performance to assist the learning process.					
The process of written communication is explained and graphic organizers are used as visual aids, if applicable.					

Comments:

PREPARATION: The teacher shall demonstrate appropriate preparation, planning and organizational skills employing the necessary pedagogical practices to support instruction.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S
The teacher develops objectives that are clear, written in the form of student learning, and are measurable.					
The teacher can articulate how objectives establish high expectations, relate to curriculum and NYS Standards.					
The teacher designs lesson that have a clearly defined structure. All activities are organized around that structure. Time allocations are reasonable.					
The teacher organizes lesson material and the classroom space to maintain instructional momentum.					
The teacher is aware of and/or develops the resources available through the school or district to enhance instruction.					
The teacher anticipates students' misconceptions and plans accordingly.					
The teacher uses a variety of methods and instruments to assess achievement of learning objectives when planning for individuals and/or group instruction.					

Comments:

INSTRUCTIONAL DELIVERY: The teacher shall demonstrate that delivery of instruction generates active student involvement, and appropriate teacher/student interaction through meaningful lesson plans which result in student learning.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher communicates clearly and accurately with students.					
The teacher uses appropriate questioning and discussion techniques to encourage student involvement.					
The teacher uses methods that engage students in learning.					
The teacher recognizes the students' needs, and when necessary, makes adjustments to a lesson.					
The teacher uses an extensive repertoire of strategies and resources.					
The teacher connects new learning to prior knowledge or experiences.					

Comments:

STUDENT ASSESSMENT: The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

	SUPERIOR	STRONG	SATISFACTORY	N.I.	U.N.S.
The teacher communicates learning objectives to the students.					
The teacher provides the student with appropriate and timely feedback.					
The teacher informally assesses student during instruction.					
The teacher develops and maintains an effective record keeping system, which parallels a student's individual development.					
The teacher uses assessments that are meaningful, challenging and current.					

Comments:

This observation has been deemed unsatisfactory. ☐
Improvement plan will follow.

Evaluator's Signature

Teacher's Signature

APPENDIX C

GRIEVANCE FORM

DATE _____

EMPLOYEE'S NAME _____

SUBJECT _____

NATURE OF GRIEVANCE _____

SETTLEMENT DESIRED _____

SIGNED _____ SIGNED _____
EMPLOYEE FOR ASSOCIATION

REPLY _____

DATE _____ SIGNED _____

Fill out in triplicate and distribute to:

1. Supervisor
2. Grievance Committee
3. Employee

APPENDIX D

MEMORANDUM OF UNDERSTANDING

The present Guidance Counselor will be placed on teacher salary schedule (0-10) for a ten (10) month employee. Compensation for summer employment will be at the rate of ten (10) percent per month of the current teachers' salary schedule or at a rate of 1/200 per day.

APPENDIX E

The following memoranda of agreement shall be considered as addenda to this contract.

1. A committee comprised of two representatives each appointed by the Administration and the Association President, respectively, shall meet to reach a mutually acceptable definition of "supervisory responsibility" as contained in Article IV sub-paragraph B.
2. Teachers will be permitted payroll deduction for Credit Union.
3. One-half of a scheduled Superintendent's Day shall be jointly planned by C.S.A. and the Association for the purpose of coordinating requisitions, correcting standardized tests, or some similar purpose. This shall be on an annual basis.